

IN THE DISTRICT COURT OF CREEK COUNTY
STATE OF OKLAHOMA

FILED IN DISTRICT COURT
CREEK COUNTY SAPULPA OK

NOV 17 2017
240

TIME
Amanda VanOrsdol, COURT CLERK

KRISTINA VERDEA,

Plaintiff,

vs.

STATE FARM MUTUAL
AUTOMOBILE INSURANCE
COMPANY

Defendant.

Case No.

CJ 2017-346

DOUGLAS W. GOLDEN

P E T I T I O N

COMES NOW Plaintiff, Kristina Verdea, and for her cause of action
alleges and states:

1. On or about August 10, 2016, plaintiff was injured in an automobile accident at 1-44/Turner Turnpike and mile marker 216, in Sapulpa, Oklahoma.
2. That the aforesaid accident was the direct result of the negligence of driver, Paula Bradshaw, in that she failed to exercise reasonable care in operating the vehicle she was driving.
3. That said vehicle was driven and owned by driver Paula Bradshaw.
4. That as a result of Paula Bradshaws negligence, Plaintiff has incurred medical expenses, lost earnings, physical pain and suffering, mental pain and suffering, disfigurement and property damage.
5. That at the time of the aforementioned collision, a policy of insurance was in full force and effect between the Plaintiff and Defendant, State Farm Mutual Automobile Insurance Company. The aforementioned insurance contract



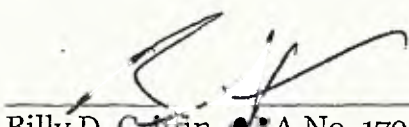
between Plaintiff and Defendant also contained a provision for, among other things, uninsured and/or underinsured motorist coverage.

6. Defendant State Farm Mutual Automobile Insurance Company has refused to uphold the terms of the policy and other damages as provided by law as it is required to do under the terms of the subject insurance policy.
7. Defendant State Farm Mutual Automobile Insurance Company has breached its contract with Plaintiff.
8. Through its refusal to uphold the terms of its policy, Defendant State Farm Mutual Automobile Insurance Company has failed to deal fairly and in good faith with their insured.
9. Plaintiff has suffered emotional distress as a result of Defendant State Farm Mutual Automobile Insurance Company refusal to uphold the terms of its policy.
10. Defendant State Farm Mutual Automobile Insurance Company refusal to uphold the terms of its policy represents an intentional and calculated act of bad faith. As a result of Defendant State Farm Mutual Automobile Insurance Company tortuous misconduct, Plaintiff is entitled to recover punitive damages from Defendant State Farm Mutual Automobile Insurance Company in an amount sufficient to adequately punish them, and in an amount sufficient to promote the underlying policies supporting the award of such damages in appropriate cases.
11. Plaintiff is entitled to recover actual and punitive damages from Defendant in an amount exceeding the sum of \$75,000.00, exclusive of interest and costs.

WHEREFORE, premises considered, Plaintiff prays for judgment from Defendants for compensatory and punitive damages, together with interest, costs, attorney's fees, and any other relief this Court deems just and equitable.

Respectfully submitted,

GRIFFIN, REYNOLDS & ASSOCIATES



Billy D. Griffin, OBA No. 17945
Jason B. Reynolds, OBA No. 18132
Jon Williford, OBA No. 19598
210 S.E. 89th Street
Oklahoma City, OK 73149
(405) 721-9500
(405) 721-9503 Facsimile
Attorneys for Plaintiff

ATTORNEY LIEN CLAIMED
JURY TRIAL DEMANDED